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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/540,214	03/31/2000	Jay S. Walker	00-006	9740

22927 7590 10/04/2005

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EXAMINER

DURAN, ARTHUR D

ART UNIT PAPER NUMBER

3622

DATE MAILED: 10/04/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

HL

<b>Office Action Summary</b>	<b>Application No.</b> 09/540,214	<b>Applicant(s)</b> WALKER ET AL.	
	<b>Examiner</b> Arthur Duran	<b>Art Unit</b> 3622	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) ☒ Responsive to communication(s) filed on 04 August 2005.  
2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.  
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) ☒ Claim(s) 1,6-23,25-29,34-36,38,39,41,56,57,61,63,69-80,97 and 99-113 is/are pending in the application.  
4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.  
6) ☒ Claim(s) 1,6-23,25-29,34-36,38,39,41,56,57,61,63,69-80,97 and 99-113 is/are rejected.  
7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.  
8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) ☐ The specification is objected to by the Examiner.  
10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- |   |   |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)  | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)             |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date <u>6/7/05</u> | 6) <input type="checkbox"/> Other: _____  |

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### **DETAILED ACTION**

1. Claims 1, 6-23, 25-29, 34-36, 38, 39, 41, 56, 57, 61, 63, 69-80, 97 and 99-113 have been examined.

### ***Response to Amendment***

2. The Amendment filed on 8/4/05 is insufficient to overcome the prior rejection. A new reference has been added to the 35 USC 103 rejection.

### ***Priority***

3. Applicant's claim for domestic priority is acknowledged. However, the applications upon which priority is claimed fails to provide adequate support under 35 U.S.C. 112 for the independent claims of this application. Applicant's request for priority to US Patent Application 09/337,906 (now US Patent 6,754,636) and US Patent Application 08/889,503 (now US Patent 6,249,772) is not granted. US Patent 6,249,772 does not disclose numerous features of the Applicant's independent claims. US Patent 6,754,636 does not adequately support "receiving, from a customer, an indication of a willingness to purchase one of a plurality of products; receiving, from the customer, a binding agreement to purchase the one product selected by a third party from the plurality of products" as taken from page 47 of the Applicant's Amendment dated 2/22/05. Therefore, because this feature is not adequately supported in the disclosure of the cited parent applications, this application (09/540,214) does not receive a priority date to these cited parent applications. Examiner notes that all features of the independent claims must

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be present in the disclosure of the parent application in order to receive priority to that application.

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 1, 6-23, 25-29, 34-36, 38, 39, 41, 56, 57, 61, 63, 69-80, and 97, 99-113 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bergh (6,112,186) in view of Von Kohorn (5,227,874) in view of Goddard (6,876,983) in view of Ojha (6,598,026).

Claims 1, 7, 10, 16-23, 25-29, 38, 39, 41, 56, 57, 61, 63, 69-80, and 97, 99-113: Bergh discloses a system and method for:

receiving from a customer an indication of a product category or a service category (col 3, lines 17-25; col 1, lines 24-32; col 11, lines 5-7; col 11, lines 49-53; col 27, lines 9-14).

Additionally, If a user can become more experienced in a particular domain, as Bergh discloses (col 11, lines 49-53), it is inherent that that user is selecting that domain more regularly. Bergh also discloses that the user can choose different product categories by selecting different websites (col 28, lines 5-11; col 28, lines 18-22). Bergh also discloses that user category and item selection in different categories can be interconnected (col 28, lines 10-15; col 28, lines 20-25; col 28, lines 49-53).

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Bergh further discloses selecting for the customer one of the products in the product category or the services in the service category (col 27, lines 17-20; col 27, lines 27-30; col 27, lines 65-col 28, lines 2; col 1, lines 50-54).

Bergh further discloses providing an indication of said selected one of said at least two products or said at least two services (col 27, lines 17-20; col 27, lines 27-30; col 27, lines 65-col 28, lines 2).

Bergh further discloses a retailer category (col 1, lines 24-32; col 3, lines 17-25) where the retailer category is restaurants, clothing stores, World Wide Web pages, etc.

Bergh further discloses that the user makes a purchase (col 27, lines 65-col 28, lines 2).

Bergh does not explicitly disclose selecting, for a customer, one of the products from a first product and a second product, where the customer had indicated

The first product and the second product, and

A willingness to purchase any one of the first product and the second product.

However, Von Kohorn discloses

Selecting, for a customer, one of the products from a first product and a second product, where the customer had indicated

The first product and the second product, and

A willingness to purchase any one of the first product and the second product (col 99, line 37-col 100, line 5).

Von Kohorn further discloses indicating an area of interest (col 98, lines 33-36).

Von Kohorn further discloses targeting user with differing incentives (col 104, line 65-col 105, line 3; col 105, lines 17-24).

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Von Kohorn further discloses targeting information to select groups of users (col 78, lines 40-52).

Von Kohorn further discloses utilizing competitive advertising to induce purchasing (col 105, lines 45-52) and that advertising can be in the form of incentives or coupons (col 8, lines 40-44; col 100, lines 60-68).

Von Kohorn further discloses that products from several sponsors can be provided as potential items of interest (col 83, lines 39-43).

Von Kohorn further discloses that the product can be a service or organization (col 100, lines 40-45) and that an organization can be a retailer (col 76, line 67-col 77, line 5).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to add Von Kohorn targeting user's based on items of interest for purchasing to Bergh's targeting user's based on items of interest and user making purchases. One would have been motivated to do this in order to allow flexible incentives for purchasing to be presented to users based on user interests.

Additionally, Von Kohorn discloses that the user selects item(s) that the user is interested in purchasing (col 99, lines 49-52). Note that the customer is presented a listing of many items that are available for purchase (col 99, lines 38-50) and that the user only selects the item(s) that the user is interested in purchasing (col 99, lines 49-52). Therefore, the user indicates a willingness to purchase at least one but not all of the plurality of products.

Von Kohorn also discloses selecting, for a customer, at least one of the products from a plurality of products (col 82, lines 20-55). Note that Von Kohorn's list includes all products for sale (col 82, lines 47-53) and that Von Kohorn selects for the customer product promotions for

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either or both of products the user selected and did not select as being interested in (col 82, lines 35-42).

Von Kohorn further discloses utilizing advertisements to entice a user to purchase a different or competing product from one the user would have normally selected (col 1, lines 45-55).

Von Kohorn further discloses the user selecting products, groups of products, competing products in different manners and forms (col 47, lines 5-15).

Additionally, Von Kohorn also discloses that the benefit is provided in exchange for the selecting (col 47, line 42-col 48, line 10; col 2, line 60-col 3, line 5; col 2, lines 49-53) and the benefit can be a prize, token, reward which can take many forms (col 11, lines 16-24; col 79, lines 19-25). Note that Von Kohorn discloses that a benefit can be awarded to the user for the act of selecting a product. And, note that the benefit can take many forms including a cash payment.

Additionally, Goddard discloses receiving, from a customer, an indication of a willingness to purchase one of a plurality of products;

receiving, from the customer, a binding agreement to purchase the one product selected by a third party from the plurality of products;

selecting, for the customer by the third party via a computing device one of the plurality of products:

“(106) A Tender for a One of a Group of Products or a Tender for a Product

Defined by a Specification:

(107) The logic behind this process is that in many cases a shopper knows the specification of the product he/she wants to purchase, but he is willing to buy one of a group of products which fulfill this desired specification. For example if a shopper wishes to purchase a color television set with a 20" screen the system will form an open tender which will be submitted to manufacturers or suppliers of televisions complying with this specification. These manufacturers can either be specified, in which case the shopper knows a head of time that the television is to be purchased from a manufacturer included within a group of manufacturers specified by either the system or the shopper, or alternatively manufacturers are not specified. The system will evaluate the offers and decide on the best offer in accordance with the specification of the group, following which the deal is finalized" (col 13, lines 24-41).

Additionally, Ojha discloses receiving, from a customer, an indication of a willingness to purchase one of a plurality of products;

receiving, from the customer, a binding agreement to purchase the one product selected by a third party from the plurality of products;

selecting, for the customer by the third party via a computing device one of the plurality of products; selecting similar products/product alternatives (Fig. 7, Fig. 9 and below citations)"

"(21) As alluded to above, the buyer may conduct a number of simultaneous negotiations with different sellers for the same product or even multiple products. Therefore, according to a specific embodiment, a mechanism is provided by which negotiations with a number of sellers may be automatically terminated when the buyer reaches an agreement with any one seller. That is, the buyer may create a mutually exclusive group with which a plurality of outstanding bids and/or quote solicitations are associated. According to specific

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embodiments, the buyer creates a mutually exclusive group by designating one of his shopping lists as such a group. When an agreement is reached on any one of the bids or quote solicitations, all other negotiations for the products in the group are automatically terminated. According to various embodiments, such a mutually exclusive group can correspond to a variety of product-seller combinations. That is, a mutually exclusive group can identify one product and multiple sellers, multiple products and multiple sellers, multiple products and one seller, etc. This feature allows a buyer to place a number of simultaneous bids even though he intends to make only a single purchase (col 4, lines 26-49);

(37) If the buyer accepts the seller's ask price in interface 900 by activating the "Buy" button (212) or the seller accepts the buyer's bid price in interface 1200 of FIG. 17 (254), i.e., the buyer and seller agree on a price (216), all other negotiations relating to a mutually exclusive group associated with the product for which an agreement was reached are automatically terminated (218). That is, the availability to any sellers of the buyer's outstanding bids or quote solicitations (which are part of the mutually exclusive group defined by the buyer) is terminated. According to a specific embodiment, the buyer can enable this feature by specifying which of a plurality of currently ongoing negotiations should be part of a mutually exclusive group in which all negotiations are automatically terminated when an agreement in any one of the negotiations is reached. Any number of mutually exclusive groups each relating to one or more products may be associated with a particular buyer in accordance with the goals of that buyer. According to a specific embodiment, the buyer may use the shopping list of the present invention to define the mutually exclusive groups. That is, as described

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above, the user may designate a shopping list as such a mutually exclusive group such that the bids submitted from that shopping list will be processed in accordance with the mutual exclusivity feature of the present invention. Alternatively, the products in a particular shopping list may be designated independent of each other in the case where, for example the buyer is interested in all of the products in the list (col 18, lines 24-51);

(40) According to another embodiment, a graphical user interface is provided for facilitating transactions for a buyer via the Internet. The graphical user interface comprises a shopping list for storing product information relating to a plurality of products which meet product criteria specified by the buyer. The shopping list includes objects therein for enabling the buyer to negotiate with any of a plurality of sellers for selected ones of the plurality of products. It also allows buyers to add comments for any product or seller represented in the list. According to various embodiments, each shopping list associated with the buyer may contain an unlimited number of products or sellers. Shopping lists may also include mechanisms by which buyers may indicate whether the items in the list are independent or part of a mutually exclusive group. Buyers may also indicate that they want to solicit offers from sellers for any item/seller which is added to the list (col 8, lines 7-25);

(22) As described herein, a buyer may define mutually exclusive groups of the same or similar products only one of which is desired by the buyer. According to a specific embodiment, this is achieved by the buyer designating a particular shopping list listing the products as a mutually exclusive group. Once such a group is defined, a buyer may bid on a slumber of ThinkPad.RTM. 600 and 700 computers even though she only wants one. By identifying the computers (and thus their associated bids or quote solicitations) as part of a

mutually exclusive group, the buyer activates a feature of the present invention which terminates negotiations for all other products in the group when the buyer has reached an agreement on any product in the group. It will be understood that, in the context of the bundle bid, this information would be useful for the merchant. Therefore, according to a specific embodiment of the invention, when a merchant is attempting to effect a bundle bid or counteroffer, the merchant is enabled to identify which of the bids and/or quote solicitation associated with the buyer are part of a mutually exclusive group. According to a specific embodiment, in the list of bids and/or quote solicitations associated with a particular buyer, an entry is associated with each which identifies the product as part of such a mutually exclusive group. This could be an entry in a column dedicated for this purpose, or as, for example, a prefix associated with each product which is part of such a group (col 13, lines 46-col 14, line 5);

(24) Alternatively, the system of the present invention may automatically determine one or more similar products in response to a buyer requesting market information for a new product. According to a specific embodiment, the similar product may be determined with reference to a mutually exclusive group defined by the buyer. Automatic identification of a similar product could be enabled by identifying similarity in brand name, category, or data regarding what products buyers and/or sellers have identified as equivalents in the past. A technique known as collaborative filtering may be used to identify similar products using such information. Where more than one similar product is identified, a list of the similar products is presented to the buyer from which the buyer may select the product he believes is the most similar to the product for which market information is desired" (col 14, lines 22-37).

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Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to add Goddard and Ojha's user indicating a willingness to purchase one of a plurality of products to Bergh's recommending one of a plurality of products and user making purchases. One would have been motivated to do this in order to better incite user purchasing.

Ojha further discloses flexibility in the different utilizations of Ojha's disclosure:

"49) While the invention has been particularly shown and described with reference to specific embodiments thereof, it will be understood by those skilled in the art that changes in the form and details of the disclosed embodiments may be made without departing from the spirit or scope of the invention. For example, operation of a specific embodiment of the present invention has been illustrated herein with reference to a hypothetical transaction between a buyer and seller. It will be understood, however, that specific transactions will likely differ considerably from the example described without departing from the scope of the invention. Moreover, specific embodiment have been described herein with reference to a web site on the World Wide Web. It will be understood that the other embodiments of the invention may be implemented in any of a wide variety of network environments.

(51) Finally, many of the embodiments of the present invention have been described in a context in which a transaction site acts as an intermediary between buyers and sellers. However, it will be understood that the scope of the present invention also encompasses negotiations, transactions, and other various features described herein when occurring directly between a buyer and a seller on, for example, the web site of the seller. These features include

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(but are not limited to) shopping lists, mutual exclusivity, request for quotes, buyer reputation, demand curve creation and use, block responses, bundle bid creation, cross-selling and all other aspects of the invention described above.

(52) Conceivably, any seller selling products at list prices on the Internet could get additional value by enabling negotiations and other related features as described herein. It is therefore important to note that the scope of this invention includes all of the features described herein, even where these features are enabled at the web sites of sellers who directly sell products to buyers. Therefore, the scope of the invention should be determined with reference to the appended claims” (col 21, lines 13-62).

Bergh does not explicitly disclose a penalty if the product is not purchased.

However, Ojha discloses a penalty if a user does not honor a commitment to make a purchase:

“(10) There are, however, some attendant disadvantages associated with allowing buyers to submit non-bidding bids. For example, if there are no consequences to the buyer for submitting a bid, many bids may be submitted by a single buyer or a small group of buyers solely for the purpose of manipulating the market for a particular product. Moreover, resources may be wasted by a seller in pursuing a proliferation of non-serious bids. As discussed above, one solution is to require that a buyer submit a credit card number before he may submit a bid, and further to assess some financial penalty against the buyer's credit card if the buyer abandons the negotiation. Unfortunately, this may serve as a barrier to entry for many buyers in that they are much less likely to conduct simultaneous negotiations with a number of merchants under these conditions (col 2, lines 25-40);

(50) Additionally, the negotiations described above have been described largely as a non-bidding process until after a mutually agreeable price has been found and the parties decide to consummate the deal. However, it will be understood that negotiations may be made partially or fully binding without departing from the scope of the invention. That is, a payment identifier such as, for example, a credit card or billing account may be requested before a party is allowed to negotiate. If the party attempts to terminate negotiations prematurely, some sort of penalty may be assessed to the identified account” (col 21, lines 30-40).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to add Ojha’s penalty for broken purchase commitments to Bergh’s recommendation and purchase method. One would have been motivated to do this in order to better assure buyer reliability and buyer capability of making purchases.

Also, Ojha further discloses providing a benefit or discount to the user:

“(17) Each buyer's reputation is made available to sellers on the site for use as they see fit. For example, a seller could choose to respond only to bids from buyers who have a reputation which is of a certain level. Alternatively, a seller could choose to respond unfavorably to such buyers, thus giving the buyer immediate feedback and incentive to adjust her bid accordingly. In addition, a seller could give preferential treatment, e.g., discounts, to buyers with very good reputations. Thus, buyers would tend to conduct transactions in a responsible manner to protect their reputations from being damaged and to receive preferential treatment (col 3, lines 44-54);

(29) Similarly, in interface 1310, if the bid-list spread is between 10 and 50%, the actions taken are to reduce the ask price by 10% and present the text message "We have a great deal for

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you--we can offer you a 10% discount." Finally, as shown in interface 1312, if the bid is within 10% of the list price, an acceptance message is transmitted to the bidder" (col 16, lines 22-28).

Also, Von Kohorn discloses providing a benefit or discount to the user:

"Inducements can take the form of printouts, such as monetary coupons, dispensed in homes of broadcast audience members who have responded to a task" (Abstract).

Claims 6 and 34: Bergh and Von Kohorn disclose a method as in claims 1 and 29, and Bergh further discloses that said indication of a product category including at least two products or a service category including at least two services is completed by at least one of the following: a customer, a customer device, a retailer, retailer device, a seller, a seller device, or a controller (col 3, lines 17-25; col 1, lines 24-32; col 26, line 43-col 28, line 56).

Claims 8 and 35: Bergh and Von Kohorn disclose a method as in claims 7 and 29, and Bergh further discloses that said indication of said benefit is provided to at least one of the following: a customer, a customer device, a retailer, retailer device, a seller, a seller device, or a controller (col 3, lines 17-25; col 1, lines 24-32; col 26, line 43-col 28, line 56).

Claims 9 and 36: Bergh and Von Kohorn disclose a method as in claims 7 and 29, and Bergh further discloses that said indication of said benefit is provided by at least one of the following: a customer, a customer device, a retailer, retailer device, a seller, a seller device, or a controller (col 3, lines 17-25; col 1, lines 24-32; col 26, line 43-col 28, line 56).

Claim 11: Bergh and Von Kohorn disclose a method as in claim 10, and Bergh further discloses that said indication of a purchase is received from at least one of the following: a customer, a customer device, a retailer, retailer device, a seller, a seller device, or a controller (col 3, lines 17-25; col 1, lines 24-32; col 26, line 43-col 28, line 56).

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Claim 12: Bergh and Von Kohorn disclose a method as in claim 10, and Bergh further discloses that said indication of a purchase is received by at least one of the following: a customer, a customer device, a retailer, retailer device, a seller, a seller device, or a controller (col 3, lines 17-25; col 1, lines 24-32; col 26, line 43-col 28, line 56).

Claims 13-15: Bergh and Von Kohorn disclose a method as in claim 1.

Bergh further discloses receiving a customer identifier and determining a customer identifier (col 28, lines 47-56).

Bergh further discloses a purchase (col 27, line 65-col 28, line 2) and making a payment (col 19, lines 6-16).

Bergh does not explicitly disclose a payment identifier, receiving a payment identifier, that said payment identifier is customer identifier.

However, Ojha discloses a payment identifier, receiving a payment identifier, that said payment identifier is customer identifier (col 1, lines 25-35 and throughout the Ojha disclosure).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to add Ojha's payment identifier to Bergh's purchase. One would have been motivated to do this because purchases can be efficiently tracked and completed utilizing payment identifiers.

***Response to Arguments***

5. Applicant's arguments with respect to claims 1, 6-23, 25-29, 34-36, 38, 39, 41, 56, 57, 61, 63, 69-80, 97 and 99-113 have been considered but are not found persuasive.

Please particularly note the rejection of the independent claims starting with the new section stating, "Additionally, Goddard discloses receiving, from a customer, an indication of a willingness to purchase one of a plurality of products. . .".

Examiner further notes that it is the Applicant's claims as stated in the Applicant's claims that are being rejected with the prior art. Also, although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). And, Examiner notes that claims are given their broadest reasonable construction. See *In re Hyatt*, 211 F.3d 1367, 54 USPQ2d 1664 (Fed. Cir. 2000).

Examiner notes that while specific references were made to the prior art, it is actually also the prior art in its entirety and the combination of the prior art in its entirety that is being referred to. Also, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

***Conclusion***

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Arthur Duran whose telephone number is (571) 272-6718. The examiner can normally be reached on Mon- Fri, 8:00-4:00.

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If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber can be reached on (571) 272-6724. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

A handwritten signature in black ink, appearing to read 'Arthur Duran', is positioned above the printed name.

Arthur Duran  
Patent Examiner  
9/7/05